

SERIAL 00025 SC POLYGRAPH SERVICES

DATE OF LAST REVISION: August 09, 2005 CONTRACT END DATE: August 31, 2005

AUGUST 31, 2005
~~AUGUST 31, 2004~~
CONTRACT PERIOD THROUGH ~~AUGUST 31, 2002~~

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **POLYGRAPH SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **AUGUST 3, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Danna Quinn, Juvenile Probation
Mirheta Muslic, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **POLYGRAPH SERVICES**

1.0 INTENT:

To provide qualified polygraph services which will be used primarily in conjunction with individuals seeking employment with Maricopa County. The primary user of this contract is the Maricopa County Juvenile Probation Department, however, other County agencies may participate in this contract as well. Maricopa County Juvenile Probation Department is anticipating conducting approximately 400 polygraphs per year. Quantity of required polygraphs for all other agencies is unknown at this time.

- 1.1 It is the intent of Maricopa County to procure the services of the most qualified firm(s).
- 1.2 Maricopa County reserves the right to award this contract in whole or in part to one or more vendors.
- 1.3 The Contractor shall furnish all labor, materials, and equipment necessary to perform the work required.
- 1.4 All services will be covered by purchase order only.
- 1.5 Fees for this service are pre-established and are market rates.
- 1.6 Qualified, interested vendors may be added to this contract at each renewal period, at the discretion of Maricopa County.

2.0 TECHNICAL SPECIFICATIONS:

2.1 PAYMENTS:

Payment will be made after completion of the work performed and acceptance by the Financial Department of Maricopa County for each service requested.

2.1.1 INVOICING ADDRESS

For Maricopa County Juvenile Probation Department:

Contractor shall submit invoices to the Human Resource Manager, Juvenile Probation Department, 3125 West Durango, Phoenix, AZ 85009.

For all other Maricopa County agencies:

Invoicing address will be provided on the purchase order.

2.1.2 INVOICE MUST INCLUDE:

2.1.2.1 Itemized description of work performed (pre-employment, special, etc.)

2.1.2.2 Contract billing price.

2.1.2.3 Purchase Order Number if not using Purchase Card.

2.2 QUALIFICATION REQUIREMENTS:

To be considered qualified in terms of meeting the minimum technical specifications, bidders must meet the following requirements:

2.2.1 Two (2) years experience providing polygraph services.

2.2.2 Examiner qualifications listed below must be met.

2.2.3 Documentation of licensure, certification, etc. must be provided with this bid.

2.3 EXAMINER QUALIFICATIONS:

- 2.3.1 Graduate from an accredited American Polygraph Association polygraph school.
- 2.3.2 Must be in good standing with one of the following polygraph associations:
 - 2.3.2.1 The American Polygraph Association
 - 2.3.2.2 The American Association of Police Polygraphists
 - 2.3.2.3 The National Polygraph Association
- 2.3.3 Must be licensed by the state of Arizona, if state licensing is available.
- 2.3.4 Must adhere to the established ethics, standards, and practices of the American polygraph Association, or the American Association of Police Polygraphists, or the National Polygraph Association.
- 2.3.5 Must be bonded.
- 2.3.6 Must have at least two years experience as a polygraph examiner/investigator in the law enforcement/criminal investigation field.
- 2.3.7 Must use standardized polygraph techniques.
- 2.3.8 Samples of three (3) polygraph reports must be submitted with this bid. At least one must be for pre-employment.**
- 2.3.9 Must be able to schedule and complete pre-employment polygraph exams within five working days of request. Special or emergency exams will be scheduled and completed within two working days of request.
- 2.3.10 Must be willing and able to complete a pre-employment exam and provide a written report to the Juvenile Probation Department within two working days of the examination. A written report for special or emergency examinations will be made available within 24 hours of the examination.

2.4 EXAMINATION PROCESS

- 2.4.1 Anticipated number of polygraphs per year:
 - Juvenile Probation: 400
 - Other agencies: Unknown
- 2.4.2 Examination questions:
 - Juvenile Probation: Pre-employment questions provided by Juvenile Probation (see Exhibit 2). Questions for special investigations will be formulated as a result of a conference between the examiner and a representative of the Juvenile Probation Department.
 - Other agencies: Will use industry standard pre-employment questions to be provided by the polygrapher, unless special accommodations are made.
- 2.4.3 The items listed below apply to both Maricopa County Juvenile Probation and all other County agencies.
 - 2.4.3.1 Average time per exam – approximately one-half to two hours.
 - 2.4.3.2 Equipment – the examiner must provide his/her own equipment.
 - 2.4.3.3 Office space – the examiner will provide his/her own office space.
 - 2.4.3.4 Equipment must be current and guaranteed to operate in accordance with acceptable standard industry practice.
 - 2.4.3.5 Method of service shall be in accordance with acceptable standard industry practice.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The Judicial Branch Unit is not subject to excise tax. **IMPORTANT: TO PREVENT PAYMENT DELAYS, VENDOR MUST HAVE PURCHASE ORDER FROM REQUESTING DEPARTMENT PRIOR TO PROVIDING SERVICES!**

3.2 USAGE REPORT:

The Contractor shall furnish to Maricopa County Materials Management a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the Judicial Branch Unit and shall disclose the quantity and dollar value of each contract item by individual unit. The report shall also break out usage for each department. The quarterly reports shall be submitted to Maricopa County Materials Management, attn: Buyer 88, 320 W Lincoln Ave., Phoenix, AZ 85003. **The first report is due on the seventh day of the third full month after award of the contract, and on the seventh day of every quarter after that.**

3.3 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY

It is the intent of the Judicial Branch Unit to utilize Maricopa County's Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Proposers without this capability shall be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows:

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

Vendors/contractors who do not currently accept VISA as a form of payment but are interested in submitting a bid should contact either their banking institution or the Bank of America in order to become a VISA capable provider.

3.4 PROMPT PAYMENT DISCOUNT:

The Judicial Branch Unit, through Maricopa County's "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer the Judicial Branch Unit prompt payment discounts for this service and to take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. **Discounts offered will be considered in the evaluation price analysis process.**

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of the Judicial Branch Unit to possibly utilize the Internet to request services under this price contract at some point in the future. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.6 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a two (2) year period.

3.7 OPTION TO EXTEND:

The Judicial Branch Unit may, at its option and with the approval of the Contractor, extend the period of this agreement up to a maximum of three (3) one (1) year options. The Contractor shall be notified in writing by the Judicial Branch Unit of its intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.8 INDEMNIFICATION AND INSURANCE

3.8.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **JUDICIAL BRANCH UNIT**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **JUDICIAL BRANCH UNIT**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **JUDICIAL BRANCH UNIT**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services.

CONTRACTOR'S duty to defend, indemnify and hold harmless, the **JUDICIAL BRANCH UNIT**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **JUDICIAL BRANCH UNIT**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **JUDICIAL BRANCH UNIT**.

3.8.2 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **JUDICIAL BRANCH UNIT**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **JUDICIAL BRANCH UNIT**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **JUDICIAL BRANCH UNIT**, and any insurance or self-insurance maintained by the **JUDICIAL BRANCH UNIT** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **JUDICIAL BRANCH UNIT**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **JUDICIAL BRANCH UNIT** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **JUDICIAL BRANCH UNIT**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **JUDICIAL BRANCH UNIT** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **JUDICIAL BRANCH UNIT** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **JUDICIAL BRANCH UNIT's** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **JUDICIAL BRANCH UNIT**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **JUDICIAL BRANCH UNIT**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.8.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.8.4 Automobile Liability. CONTRACTOR shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.8.5 Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR'S employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 3.8.6 In case any work is subcontracted, the CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the CONTRACTOR.

3.9 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **JUDICIAL BRANCH UNIT** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **JUDICIAL BRANCH UNIT** fifteen (15) days prior to the expiration date.

3.10 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **JUDICIAL BRANCH UNIT**.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted to the Judicial Branch Unit or its designee thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Judicial Branch Unit or its designee, prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The Judicial Branch Unit reserves the right to terminate the Contract in whole or in part at anytime when in the best interests of the Judicial Branch Unit, without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Judicial Branch Unit. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Judicial Branch Unit. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in Arizona Administrative Code R2-7-701 are incorporated herein and made a part hereof and shall apply to any termination for convenience under this section.

4.4 DEFAULT:

The Judicial Branch Unit may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The Judicial Branch Unit reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.5 TERMINATION FOR DEFAULT

If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, persistently disregard laws and ordinances, or not proceed with work, or otherwise be guilty of a substantial violation of any provision of this agreement, then the Judicial Branch Unit may terminate this Agreement. Prior to termination of this Agreement, the Judicial Branch Unit shall give the Contractor five (5) business days written notice. Upon receipt of such termination notice, the Contractor shall be allowed five (5) business days to cure such deficiencies.

4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be the Judicial Branch Unit employees, and that no rights of Judicial Branch Unit, civil service, retirement, or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the Judicial Branch Unit harmless with respect thereto.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the State of Arizona may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the State of Arizona may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona from any other party to the contract arising as the result of the contract.

4.8 OFFSET FOR DAMAGES:

In addition to all other remedies of Law or Equity, the Judicial Branch Unit may offset from any money due to the Contractor any amounts Contractor owes to the Judicial Branch Unit for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The Judicial Branch Unit reserves the right to add and/or delete non-material obligations to this contract. Should a Contractor's obligation be deleted, payment to the Contractor will be reduced proportionally, to the amount of performance reduced in accordance with the bid price. Should additional obligations be added to this contract, prices for such additions will be negotiated between the Contractor and the Judicial Branch Unit.

4.10 ASSIGNMENT OR SUBCONTRACTING:

Neither this Contract, nor any portion thereof, may be assigned by Contractor without the written consent of the Judicial Branch Unit first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract, without the written consent of the Judicial Branch Unit, shall be null and void and shall constitute a breach of this Contract.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the Judicial Branch Unit, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.11 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

4.12 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, the Judicial Branch Unit, the City of Phoenix and the Judicial Court system.

4.13 CONTRACT COMPLIANCE MONITORING:

The Judicial Branch Unit shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the Judicial Branch Unit, all records and accounts relating to the work performed or the services provided in this Contract.

4.14 RETENTION OF RECORDS:

Pursuant to A.R.S. §35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the Judicial Branch Unit at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

The Judicial Branch Unit may at reasonable times inspect or cause to be inspected the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract or proposed contract.

A Judicial Branch Unit may, at reasonable times and places, audit or cause to be audited the books and records of any person who submits cost or pricing data as provided in these rules to the extent that the books and records relate to the cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for five years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

A Judicial Branch Unit is entitled to audit, or cause to be audited, the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five years from the date of final payment under the prime contract and by the subcontractor for a period of five years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

4.15 ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse the Judicial Branch Unit for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES

If, at any time, it is determined by the Judicial Branch Unit that a cost for which payment has been made is a disallowed cost, the Judicial Branch Unit shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Judicial Branch Unit either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Judicial Branch Unit, forthwith issuing a check payable to Judicial Branch Unit.

4.17 P.O. CANCELLATION LANGUAGE:

The Judicial Branch Unit reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Judicial Branch Unit agrees to reimburse the contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The Judicial Branch Unit will not reimburse the Contractor for any costs incurred after receipt of the Judicial Branch Unit notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Judicial Branch Unit, with written notification to follow. By submitting a bid/proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for all damages whatsoever to the Judicial Branch Unit property as applicable when such property is the responsibility or in the custody of the Contractor, its Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of the Judicial Branch Unit.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, without regard to where such act or omission occurs. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, without regard to where such act or omission occurs. Contractor shall bear the above stated liability, even in absence of its own negligence, unless the Judicial Branch Unit's actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the Judicial Branch Unit to enforce this provision.

4.20 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the Judicial Branch Unit upon due notice of deficiency.

4.21 DELIVERY:

It shall be the Contractor's responsibility to meet the Judicial Branch Unit's delivery requirements, as called for in the Technical Specifications. The Judicial Branch Unit reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.22 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractor's agree to guarantee that the Judicial Branch Unit is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer and notification not be made of price reductions, upon discovery the Judicial Branch Unit shall reserve the right to take any or all of the following actions:

4.22.1 Cancel the Contract, if it is currently in effect.

4.22.2 Determine the amount which the Judicial Branch Unit was overcharged and submit a request for payment from the Contractor for that amount.

4.22.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.23 RIGHTS IN DATA

The Judicial Branch Unit shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.24 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Judicial Branch Unit shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.25 EMPLOYEE RESPONSIBILITY

No responsibility will attach to a Judicial Branch Unit employee for the premature opening of a bid not properly addressed and identified in accordance with the proposal documents.

4.26 COST OR PRICING DATA:

For purposes of Judicial Procurement Code, Section 7.01, and where applicable and not inconsistent with these rules the provisions of A.R.S. §41-2501 through §41-2591 Chapter 251, Laws of 1984, may be applied.

4.27 NON-AVAILABILITY OF FUNDS:

Every payment obligation of the Judicial Branch Unit under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Judicial Branch Unit at the end of the period for which funds are available. No liability shall accrue to the Judicial Branch Unit in the event this provision is exercised and the Judicial Branch shall not be obligated or liable for any future payment or for any damages as a result of termination, under this paragraph.

4.28 THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the Judicial Branch Unit any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by the third parties to the Contractor toward fulfillment of this Contract.

4.29 APPLICABLE LAW:

This Contract shall be governed and interpreted by the laws of the State of Arizona, including the procurement rules for the Judicial Branch (Supreme Court of Arizona Administrative Rule 98-10 as amended by Administrative Rule 98-27).

4.30 ARBITRATION:

Disputes arising under this Contract shall be resolved in accordance with the procurement rules for the Judicial Branch Unit and are subject to arbitration only to the extent required by A.R.S. §12-1518.

4.31 STOP WORK ORDER

4.31.1 The Judicial Branch Unit may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

4.31.2 If a stop work order issued under this section is cancelled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

4.32 NON-DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

A. CHARLES HANRATTY INVESTIGATIONS, 45 W. JEFFERSON, #215, PHOENIX, AZ 85003

P081106/B0600766

P.O. ADDRESS: P.O. BOX 3645, PHOENIX, AZ 85030-3645

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES X NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES X NO ____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES ____ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

Payment for exams will be:

Full exams	<u>\$ 80.00 each</u>
Updated or retest	<u>\$ 50.00 each</u>
Special investigation exam	<u>\$200.00 each</u>
Court testimony (if subpoenaed)	<u>\$ 50.00 per hour</u>

Terms: Net 30 Days

Vendor Number: **W000003022 X**

Telephone Number: (602) 256-2917

Fax Number: (602) 256-2576

Contact Person: James Hanratty, Polygraphist (e-mail: jimboh@inficad.com)

Contract Period: To cover the period ending **AUGUST 31, 2002 2004 2005**.

SOONER POLYGRAPH AND INVESTIGATIONS, 7626 E. SANDIA SANIDA CIRCLE, MESA, AZ 85207

P081106/B0600766

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES _____ NO

ACCEPT PROCUREMENT CARD: X YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES X NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES _____ NO _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES _____ NO

PRICING:

~~NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.~~

ITEM DESCRIPTION

Payment for exams will be:

Full exams _____ \$ 80.00 each

Updated or retest _____ \$ 50.00 each

Special investigation exam _____ \$200.00 each

Court testimony (if subpoenaed) _____ \$ 50.00 per hour

Terms: _____ Net 30 Days

Federal Tax ID Number: _____ 32 6266108

Vendor Number: _____ 326266108 A

Telephone Number: _____ (480) 325 1999

Fax Number: _____ (480) 325 1999

Contact Person: _____ Frank Bourland (e mail: jhffgb@ionet.net)

Contract Period: _____ To cover the period ending AUGUST 31, 2002 20004.

MCWILLIAMS POLYGRAPH SERVICE, 1136 E HARMONY SUITE #101, MESA, AZ 85204
~~1424 S STAPLEY DRIVE STE #204, MESA, AZ 85204, 1616 E. MAIN ST., #226, MESA, AZ 85203-9073~~

P081106/B0600766

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

Payment for exams will be:

Full exams	<u>\$ 80.00 each</u>
Updated or retest	<u>\$ 50.00 each</u>
Special investigation exam	<u>\$200.00 each</u>
Court testimony (if subpoenaed)	<u>\$ 50.00 per hour</u>

Terms: Net 30 Days

Vendor Number: **W000005008 X**

Telephone Number: (480) 699-6438

Fax Number: (480) 699-6438

Contact Person: Andre McWilliams (e-mail: amcwilliams@home.com)

Contract Period: To cover the period ending **AUGUST 31, 2002 2004 2005**.

SCIENTIFIC INVESTIGATIONS, 1424 S STAPLEY DRIVE STE #203, 1616 E. MAIN ST., #205, MESA, AZ 85204 3

~~P081106/B0600766~~

~~P.O. ADDRESS: P.O. BOX 861, GILBERT, AZ 85299~~

~~WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO~~

ACCEPT PROCUREMENT CARD: YES **X** NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES X NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

~~INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT~~

~~OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____ YES X NO~~

~~PRICING:~~

~~NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.~~

ITEM DESCRIPTION

~~Payment for exams will be:~~

Full exams **\$ 80.00 each**

Updated or retest	\$ 50.00 each
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~~Special investigation exam \$200.00 each~~

~~Court testimony (if subpoenaed) \$ 50.00 per hour~~

Terms: Net 30 Days

Federal Tax ID Number: 10-1468633

~~Vendor Number: 101468633 A~~

Telephone Number: (480) 890 2145 or (602) 920 0207

Fax Number: (480) 890 2145

Contact Person: Kenneth Scheffner, Owner

~~Contract Period: To cover the period ending AUGUST 31, 2002 2004.~~

TOM EZELL & ASSOCIATES, 3106 W. THOMAS RD., #1114, PHOENIX, AZ 85017

P081106/B0600766

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NOACCEPT PROCUREMENT CARD: X YES NOREBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

Payment for exams will be:

Full exams	<u>\$ 80.00 each</u>
Updated or retest	<u>\$ 50.00 each</u>
Special investigation exam	<u>\$200.00 each</u>
Court testimony (if subpoenaed)	<u>\$ 50.00 per hour</u>

Terms: Net 30 Days

Vendor Number: **W000004802 X**

Telephone Number: (602) 272-8123

Fax Number: (602) 272-9735

Contact Person: Tom Ezell, President (e-mail: tezell@qwest.net)Contract Period: To cover the period ending **AUGUST 31, 2002 2004 2005**.